

## IMPROVEMENT AGREEMENT

**THIS IMPROVEMENT AGREEMENT**, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Developer"), and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County").

### W I T N E S S E T H:

**WHEREAS**, the Developer intends to commence development on a project in St. Lucie County, Florida, to be known as \_\_\_\_\_ (the "Project"); and

**WHEREAS**, the St. Lucie County Land Development Code, Section 11.04.01(B) requires that any site plan shall be subject to the Developer providing assurance that all required improvements shall be satisfactorily constructed according to the approved plan and an Improvement Agreement; and

**WHEREAS**, the Code requires that the Developer of this Project complete certain landscaping and mitigation improvements; and

**WHEREAS**, the required improvements of the Project are to be installed after the issuance of a vegetation removal permit under the guarantees posted with the County.

**NOW THEREFORE**, in consideration of the intent and desire of the Developer as set forth herein, the Developer and County agree as follows:

1. **COMPLETION OF REQUIRED IMPROVEMENTS/OWNERSHIP.** The Developer agrees to satisfactorily complete the required improvements (the "Improvements") for the above referenced development within six (6) months from issuance of a vegetation removal permit according to the landscape and mitigation plans approved by the Director of the Environmental Resources Department ("Director"). The Improvements are more particularly set forth on those certain plans drawn by the Developer's landscape architect, \_\_\_\_\_, dated \_\_\_\_\_. The Improvements must then remain alive for eighteen months (18) after installation.

2. **SECURITY.** The Developer, in accordance with the requirements established by the St. Lucie County LDC, agrees to supply the County with security in a form acceptable to the County Attorney in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), representing 110% of the estimated cost of the Improvements as submitted by the Developer's landscape architect and approved by

the Director.

3. **REDUCTION OF AMOUNT OF SECURITY.** The amount of the security may be reduced once during the term of this Agreement upon the completion of a portion of the Improvements by the Developer and upon inspection and acceptance by the County. In no event, however, shall the amount of the security be less than one hundred percent (100%) of the cost of completing the remaining Improvements.

4. **FAILURE TO COMPLETE IMPROVEMENTS.** It is further understood and agreed by and between the parties to this Agreement that, in the event Improvements are not constructed within six (6) months from the date of the issuance of the vegetation removal permit, or if the Improvements do not remain alive for the subsequent eighteen (18) months after installation, the County shall have and is hereby granted the right to cause the Improvements to be made or reinstalled and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, design, materials, installation, legal and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Agreement and the provisions of the LDC. In the event of Developer's failure or refusal to construct and install the Improvements in accordance with the terms of this Agreement, the County shall have the option to do so, with County employees and equipment, or pursuant to public advertisement and receipt of bids. In the event that the total costs incurred in construction and full completion of the improvements shall exceed the amount of security provided, such additional costs shall be paid by Developer on written demand by the.

6. **RELEASE OF SECURITY.** Upon completion of construction of all Improvements, the Developer's landscape architect shall certify that the improvements have been constructed in accordance with the regulations set forth in the LDC. When the improvements have been certified by the Developer's landscape architect, the Director shall inspect the improvements. If all Improvements are completed to the satisfaction of the Director, and the Improvements survive for eighteen (18) months after satisfactory installation, the Director shall confirm this in writing to the St. Lucie County Board of County Commissioners. The Developer's security shall then be released in accordance with Section 11.04.01, LDC.

**INTERPRETATION; VENUE** This Agreement constitutes the entire

agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

**IN WITNESS WHEREOF**, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement is approved by the County Administrator.

**WITNESSES:**

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**COUNTY ADMINISTRATOR**

\_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
**COUNTY ATTORNEY**

**WITNESSES:**

**XX**

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_